## UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA ORLANDO DIVISION

IN RE:		
Debtor(s) IRITH D. FLORES	CASE	NO.: 6:19-6K-0300

#### **CHAPTER 13 PLAN**

#### A. NOTICES.

Debtor must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked as "Not Included," if both boxes are checked, or if neither box is checked, the provision will be ineffective if set out later in the Plan.

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. See Sections C.5(d) and (e). A separate motion will be filed.	Included	Not included
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest under 11 U.S.C. § 522(f). A separate motion will be filed. See Section C.5(e).	☐ Included	☐ Not included
Nonstandard provisions, set out in Section E.	■ Included	☐ Not included

NOTICE TO DEBTOR: IF YOU ELECT TO MAKE DIRECT PAYMENTS TO A SECURED CREDITOR UNDER SECTION 5(i) OF THIS PLAN, TO SURRENDER THE SECURED CREDITOR'S COLLATERAL UNDER SECTION 5(j), OR TO NOT MAKE PAYMENTS TO THE SECURED CREDITOR UNDER SECTION 5(k), THE AUTOMATIC STAY DOES NOT APPLY AND THE CREDITOR MAY TAKE ACTION TO FORECLOSE OR REPOSSESS THE COLLATERAL.

SECURED CREDITORS INCLUDE THE HOLDERS OF MORTGAGE LOANS, CAR LOANS, AND OTHER LOANS FOR WHICH THE SECURED CREDITOR HAS A SECURITY INTEREST IN PERSONAL OR REAL PROPERTY COLLATERAL

#### B. MONTHLY PLAN PAYMENTS.

Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of . If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors

٠.	\$1,000.00	months		through	7	;
2.	\$1,200.00	months _	8	through	60	

### C. PROPOSED DISTRIBUTIONS.

4	A TAB STRUCTURE A STEELS	E ATTORNEY'S FEES.
1.	ADMINISTRATIVI	

Base Fee	\$2,500.00	<b>Total Paid Prepetition</b>	\$2,500.00	Balance Due	\$0.00
MMM Fee	\$0.00	<b>Total Paid Prepetition</b>	\$0.00	Balance Due	\$0.00
Estimated Mo	nitoring Fee at	\$50.00	per Month.		
Attorney's Fe	es Payable Thr	ough Plan at	\$0.00	Monthly (subject to ad	ljustment).
NONE	2. <u>DOMESTI</u>	C SUPPORT OBLIGA	TIONS (as d	efined in 11 U.S.C. §101	<u>(14A))</u> .
NONE	3. <u>PRIOR</u>	ITY CLAIMS (as defin	ed in 11 U.S.	<u>C. § 507</u> ).	

- 4. TRUSTEE FEES. From each payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.
- 5. <u>SECURED CLAIMS</u>. Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to secured creditors under the Plan shall be deemed contractually paid on time.
- Claims Secured by Debtor's Principal Residence Which Debtor Intends to Retain -NONE (a) Mortgage, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage on Debtor's principal residence, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments for Debtor's principal residence on the following mortgage claims: Under 11 U.S.C. § 1328(a)(1), Debtor will not receive a discharge of personal liability on these claims. Last Four Creditor Collateral Address Regular Gap Arrears Digits of Monthly **Payment** Acct. No. **Payment**

	1. xxx2768       BB&T Mortgage       7615 Fringe Place       \$755.03       \$0.00       \$100.00         Attn:Bankruptcy       Cocoa, FL 32927         PO Box 1847       Wilson, NC 27894
NONE	(b) Claims Secured by Other Real Property Which Debtor Intends to Retain - Mortgage Payments, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides to cure prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims: Under 11 U.S.C. § 1328(a)(1), Debtor will not receive a discharge of personal liability on these claims.
NONE	(c) Claims Secured by Real Property - Debtor Intends to Seek Mortgage Modification. If Debtor obtains a modification of the mortgage, the modified payments shall be paid through the Plan. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for homestead property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment; or (2) for non-homestead, income-producing property, 75% of the gross rental income generated from the property. Debtor will not receive a discharge of personal liability on these claims.
NONE	(d) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES (Strip Down). Under 11 U.S.C. § 1322 (b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid. Unless otherwise stated in Section E, the payment through the Plan does not include payments for escrowed property taxes or insurance.
NONE	(e) Liens to be Avoided Under 11 U.S.C. § 522 or Stripped Off Under 11 U.S.C. § 506. Debtor must file a separate motion under § 522 to avoid a judicial lien or a nonpossessory, nonpurchase money security interest because it impairs an exemption or under § 506 to determine secured status and to strip a lien.
NONE	(f) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a). The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.
NONE	(g) Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan under 11 U.S.C. § 1322(b)(2). The following secured claims will be paid in full under the Plan with interest at the rate stated below.
NONE	(h) Claims Secured by Personal Property - Maintaining Regular Payments and Curing Arrearage, if any, with All Payments in Plan. Debtor will not receive a discharge of personal liability on these claims.

NONE  (i) Secured Claims Paid Directly by Debtor. The following secured claims are being made automatic debit/draft from Debtor's depository account and are to continue to be paid directly to creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated in rem as to Debtor and in rem and in personam as to any codebtor as to these credit and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor state law contract rights. Debtor will not receive a discharge of personal liability on these claim  Last Four Digits of Creditor Property/Collateral									
		Last Four Digits of Acct. No.	Creditor	Property/Collateral					
		1. ххх6505	Bank of America Attn: Bankruptcy PO Box 982238 El Paso, TX 79998	2014 Jeep Compass					
	NONE	collateral/property. The autom	natic stay under 11 U.S.C	s a Claim. Debtor will surrender the following C. §§ 362(a) and 1301(a) is terminated in rem debtor as to these creditors upon the filing of					
	NONE	payments to the following sec and in rem and in personam a	cured creditors. The auto is to any codebtor with re act rights and defenses a	nd to Pay. Debtor does not intend to make omatic stay is terminated in rem as to Debtor espect to these creditors upon the filing of this are neither terminated nor abrogated. Debtor ese claims.					
Pla file De	burse payme in provides f ed a proof of	ents to creditors under leases or for payment to creditor/lessor, the claim for the secured creditor/lents under the Plan are timely p	executory contracts price creditor/lessor has file lessor under § 501(c), and	and for adequate protection, the Trustee shall or to confirmation, as soon as practicable, if the ed a proof of claim or Debtor or Trustee has ad no objection to the claim is pending. If rs/lessors under the Plan shall be deemed					
	NONE	and Arrearages Cured Thr contracts and proposes the pr	<b>rough the Plan.</b> Debtor a rompt cure of any prepet full through the Plan, un	assumes the following leases/executory tition arrearage as follows. If the claim of the der 11 U.S.C. § 1328(a)(1), Debtor will not ms.					
	NONE	Directly by Debtor. Debtor automatic debit/draft from D creditor or lessor by Debtor of terminated in rem as to Debtor and lessors upon the filing of	assumes the following le betor's depository accountside the Plan via auto or and in rem and in per- f this Plan. Nothing here	s for Real or Personal Property to be Paid ease/executory contract claims that are paid via ant and are to continue to be paid directly to the matic debit/draft. The automatic stay is sonam as to any codebtor as to these creditors in is intended to terminate or abrogate Debtor's scharge of personal liability on these claims.					
	NONE	Property. Debtor rejects the leased real or personal prope	following leases/execut erty. The automatic stay	nd Surrender of Real or Personal Leased for contracts and will surrender the following is terminated in rem as to Debtor and in rem tors and lessors upon the filing of this Plan.					

7. GENERAL UNSECURED CREDITORS. General unsecured creditors with	
allowed claims shall receive a pro rata share of the balance of any funds remaining after	
payments to the above referenced creditors or shall otherwise be paid under a subsequent	\$0.00

\$0.00		

D.	<b>GENER</b>	AL	PLAN	<b>PRO</b>	VISIONS:
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- Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such 1. claims.
- Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of 2. claim or other amount as allowed by an Order of the Bankruptcy Court.
- If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
- (a) shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
- (b) shall vest in Debtor upon confirmation of the Plan.
- The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proofs of claim. An allowed proof of claim will control, unless the Court orders otherwise.
- Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The 5. actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
- Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. Debtor shall not spend any refund without first having obtained the Trustee's consent or Court approval.

E. NONSTANDARD PROVISIONS as Defined in Federal	eral Rule of Bankruptcy Procedure 3015(c). Note:	
Any nonstandard provisions of this Plan other than those set or	it in this section are deemed void and are stricken.	
*See attached Excel spread sheet		
CERTIFICA	ATION	
by time this document, the interest, in	bebtol, if not represented by an according, contin	lies
that the wording and order of the provisions in this Cha Model Plan adopted by this Court, and that this Plan conta provisions other than any nonstandard provisions included	ains no additional or deleted wording or nonstands	the
that the wording and order of the provisions in this Cha Model Plan adopted by this Court, and that this Plan cont	pter 13 Plan are identical to those contained in a non- ains no additional or deleted wording or nonstanda	the
that the wording and order of the provisions in this Cha Model Plan adopted by this Court, and that this Plan cont	pter 13 Plan are identical to those contained in a non- ains no additional or deleted wording or nonstanda	the
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# CERTIFICATE OF SERVICE

I/We HEREBY CERTIFY that a true and correct copy of this Chapter 13 Plan of

Debtor(s) was furnished by United States mail, postage prepaid, to All Creditors and Parties

in Interest as listed on the Court's Matrix as attached, this day of \_\_\_\_\_\_\_\_\_, 2019

/s/ NEIL J. BUCHALTER, ESQ.
NEIL J. BUCHALTER, P.A.
BUCHALTER LAW GROUP
Florida Bar No.: 295647
2395 N. Courtenay Parkway, Suite 203
Merritt Island, FL 32953
Tel: (321) 205-0900

Fax: (321) 205-0903
Email: eservice@buclawgroup.com
Attorney for Debtor

DUE DATE		5/3/2019		1	10.0%	Attorney	Attorney	BB&T	BB&T	
ALT		Unsecured		Debtor Pmt	Tee Fee	fee	Monitoring	Mortgage	Arrears	
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6/3/2019	1	\$44.97	CAN PARTY	\$1,000.00	\$100.00	\$0.00	\$0.00	\$755.03	\$100.00	\$0.00
7/3/2019	2	\$44.97		\$1,000.00	\$100.00	\$0.00	\$0.00	\$755.03	\$100.00	\$0.00 \$0.00
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12/3/2019	8	\$3.06		\$1,200.00	\$120.00	\$0.00	\$50.00	\$755.03	\$271.91	\$0.00
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4/3/2020		\$3.06		\$1,200.00	\$120.00	\$0.00	\$50.00	\$755.03	\$271.91	\$0.00
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Label Matrix for local noticing 113A-6 Case 6:19-bk-03002 Middle District of Florida Orlando Fri May 3 13:56:45 EDT 2019

(p) BB AND T PO BOX 1847 WILSON NC 27894-1847

First Federal Credit Control Attn: Bankruptcy 24700 Chagrin Blvd, Ste 205 Cleveland, OH 44122-5662

I C System Inc Attn: Bankruptcy P.O. Box 64378 St. Paul, NN 55164-0378

Midland Funding 2365 Northside Dr Ste 300 San Diego, CA 92108-2709 United States Trustee - ORL7/13 7 Office of the United States Trustee George C Young Federal Building 400 West Washington Street, Suite 1100 Orlando, FL 32801-2210

Brevard County Tax Collector Attn: Bonorable Lisa Cullen, CFC Post Office Box 2500 Titusville FL 32781-2500

Florida Department of Revenue Bankruptcy Unit Post Office Box 6668 Tallahassee FL 32314-6668

Internal Revenue Service Post Office Box 7346 Philadelphia PA 19101-7346

Irith D Flores 7615 Fringe Place Cocoa, FL 32927-3417 (p) BANK OF AMERICA PO BOX 982238 EL PASO TX 79998-2238

Cavalry Portfolio Services Attn: Bankruptcy Department 500 Summit Lake Ste 400 Valhalla, NY 10595-2322

Hyat, Hayt & Landau, P.L. for Cavalry SPV 7765 SW 87th Avenue Suite 101 Miami, FL 33173-2535

Kohls/Capital One Attn: Bankruptcy Po Box 30285 Salt Lake City, UT 84130-0285

Neil J Buchalter Neil J Buchalter PA 2395 North Courtenay Parkway Suite 203 Nerritt Island, FL 32953-4034

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Bank Of America Attn: Bankruptcy Po Box 982238 El Paso, TX 79998 Bb&T In Care of Bankruptcy Dept Po Box 1847 Wilson, NC 27894

Mailable recipients
Bypassed recipients
Total

End of Label Matrix

14

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14